~~CUASA Proposal~~
~~16 June 2014~~
Carleton Proposal
19 June 2014

Article 17: Financial Stringency and Program Redundancy

17.1 (a) Subject to Article 17.12 below, in the light of the parties' recognition of the primacy of the University's academic mission and in light of their desire to preserve the academic integrity of Carleton University, the Board of Governors shall not declare a state of financial stringency and/or initiate lay-offs of a member or members of the bargaining unit except on reasonable financial grounds and after rigorous economies have been introduced in all sectors of the University.

(b) Prior to any declaration of financial stringency and/or the initiation of any lay-offs of a member or members of the bargaining unit, the Board of Governors shall establish a Financial Commission of three (3) persons whose membership and terms of reference are set out below.

(c) **Financial Commission**

Within ninety (90) days of the signing of this Collective Agreement, the parties shall establish an agreed list of names of persons who shall be from outside the Carleton University community and from among whom these three (3) persons shall be chosen. Within thirty (30) days of a decision to establish a Financial Commission, the parties shall select three (3) persons to serve. In the event that the parties cannot agree upon three (3) persons to serve on the Commission, each party shall name one (1) person from outside the Carleton University community to serve and the two (2) persons from outside the Carleton University community so named shall choose a third from outside the Carleton University community who shall serve as Chairperson of the Commission.

Failing agreement of the nominees to select a Chairperson within ten (10) days, the parties shall ask an arbitrator from the list of arbitrators agreed to by the parties and specified in Article 30.11 of the Collective Agreement to serve as Chairperson or, if he/she is unable to act, to appoint a Chairperson from outside the Carleton University Community.

(i) The Terms of Reference of the Financial Commission shall be:

(1) to assess whether in the light of a full examination of Carleton University's financial situation the University has a financial emergency involving deficits which continue for more than one (1) financial year, which are projected by generally accepted accounting methods to

continue, the persistence of which will seriously inhibit the functioning of the existing academic units;

(2) to assess whether in the light of the primacy of Carleton University's academic mission and in light of the Board's desire to preserve the academic integrity of the institution a decision to resolve a financial emergency through lay-offs of a member or members of the bargaining unit is reasonable;

(3) the Report of the Commission shall be advisory to the Board of Governors, and shall be submitted to the Board within seventy-five (75) working days of the first meeting of the Financial Commission, and shall be made immediately available by the Board to the Association and the Senate in the event that the Board declares that the state of financial stringency exists and/or initiates lay-offs of a member or members of the bargaining unit;

(4) the Commission shall have access to any and all data and documents which it deems relevant to its study, and shall have the power to call for submissions from any individuals or groups it chooses. Notwithstanding the preceding, the Association, the Faculty Boards and the Students' Association shall have the right to make written and/or oral representations to the Financial Commission.

17.2 The parties agree that no later than one (1) week following a declaration of financial stringency pursuant to Article 17.1, the parties will meet in an effort to find methods of reducing expenditures under this Collective Agreement which could avoid or reduce the number of lay-offs in the Bargaining Unit. These discussions will be limited to financial matters described in this Collective Agreement.

17.3 Procedures Relating to Identification of Faculties, Departments, Programmes, Schools, Institutes, Colleges, the Library, and Fields within Departments which May be Affected

(a) Without in any way diminishing the right of Senate to satisfy itself that all the necessary economies have been made in all other sectors of the University, the parties recognize the right of Senate to determine finally the academic priorities of the University, and the right of the Board to determine the size of the budgetary reductions required within the academic sector pursuant to its declaration of financial stringency.

(b) The procedures outlined in **Appendix D of this Collective Agreement** ~~the *Document on the Release of Teaching Staff in Times of Financial Stringency* approved by Senate,~~

~~December 11th, 1974~~ **(**the *Document on the Release of Teaching Staff in Times of Financial Stringency* approved by Senate, December 11th, 1974**)**, hereafter referred as the *Financial Stringency Document* shall apply provided only that, should the Senate fail or decline to recommend the number of teaching staff appointments to be discontinued within any given Faculty within two (2) months of the Board's declaration, the determination of the numbers shall be governed by the procedures outlined in Article 17.10. Where the Board is not satisfied that Senate's determination is consistent with the Board's decision on the size of the budgetary reductions required, the Board may refer the matter to an Academic Commission in accordance with Article 17.10(a) to (d).

17.4 Procedures Related to Identification of Individual Faculty Employees

(a) The procedures outlined in the *Financial Stringency Document* shall apply, except as modified by Articles 17.4, 17.7, and 17.8.

(b) Should the process of identification of individuals in any subunit(s) not be completed within two (2) months from the completion of procedures outlined in Article 17.3 then the procedures outlined in 17.10 shall apply.

17.5 Procedures Related to Identification of Individual Professional Librarian Employees

In the event that financial stringency is declared by the Board of Governors pursuant to Article 17.1 and makes necessary lay-offs of a professional librarian member or professional librarian members of the bargaining unit, the following procedures will apply:

(a) The University Librarian, in consultation with the University Library Committee, shall within six (6) weeks apportion the designated cutbacks. The University Library Committee comprises the University Librarian, eight (8) members elected by and from the professional librarian employees, five (5) members chosen by the Senate Executive Committee and two (2) members chosen by the University Librarian. The decision as to the designation of individuals shall be based on the need of the Library to maintain a balance of services, and on the relative merit of the individual as a professional librarian.

(b) The University Librarian shall within two (2) weeks of the apportionment of the cutbacks make his/her recommendation to the President.

17.6 Procedures Related to Identification of Individual Instructor Employees

In the event that financial stringency is declared by the Board of Governors pursuant to Article 17.1 and makes necessary lay-offs of an instructor member or instructor members of the bargaining unit, the decision as to the designation of Instructor employees to be laid off shall be based on the need of the department to maintain its academic programme as well as the relative merit of the Instructor employee's performance as exemplified in teaching. The procedures used to identify members of the Instructor ranks to be laid off shall be the same as those for faculty employees.

17.7 Implementation and Grievance

(a) Following the completion of the procedures laid down for faculty employees in the *Financial Stringency Document* or after the completion of the alternative procedures in Article 17.10 and/or following the completion of the procedures laid down for professional librarian and Instructor employees in Articles 17.5 and 17.6 of this Collective Agreement, the President shall write, by registered mail with receipted delivery, to those employees who are to be laid off indicating that he/she will be so recommending to the Board of Governors and giving the individual(s) concerned in writing the reasons based on the established criteria as defined in the *Financial Stringency Document* part VII for faculty employees and/or in Articles 17.5 and 17.6 of this Collective Agreement for professional librarian and Instructor employees respectively.

(b) Should an employee who is to be laid off because of the declaration of financial stringency wish to grieve his/her selection for lay-off, he/she shall do so under the grievance and arbitration provisions of Article 30 of this Collective Agreement. The complaint stage of Article 30 shall not apply in such cases, and any grievances shall be initially dealt with by the Grievance Sub-Committee. The grievor must submit the grievance in writing to the Grievance Sub-Committee within fourteen (14) days of receipt of the President's letter pursuant to Article 17.7(a).

17.8 Compensation and Protection of Benefits of Laid-off Employees

(a) Compensation and notice for laid-off employees shall be as follows:

(i) fifteen (15) months' notice or twelve (12) months' salary in lieu of notice; plus

(ii) one month's salary for each year of service at Carleton to a maximum of twelve years' service, or six months' salary, whichever is greater; plus

(iii) one-half month's salary for each year of service at Carleton since the last sabbatical leave, to a maximum of six years' service.

(b) Upon receipt of notice of lay-off the employee shall have the option of taking salary in lieu of notice as provided in Article 17.8(a)(i) above.

(c) Notwithstanding the preceding, individuals fifty-five (55) years of age and older shall have the choice of applying the provisions of Article 22.6 or Article 40 (early retirement) in place of the provisions specified in Article 17.8(a) above.

(d) Any laid-off employee and his/her spouse and dependent(s) eligible for free tuition at the time of lay-off shall continue to be entitled to free tuition benefits unless the employee refuses recall pursuant to Article 17.8(c).

(e) Employees with tenure at the time of lay-off shall have the right of first refusal for a period of three (3) years for each and every available position in his/her field and in any field in which he/she is competent. Any other employee shall have the right of first refusal for a period of one (1) year for each and every available position in his/her field and in any field in which he/she is competent. Notwithstanding the above, all laid-off employees shall be automatically considered for each and every available position in his/her field for four (4) years from the date of lay-off.

(f) Employees to be recalled shall be notified by registered mail at their last known address. Should more than one employee be eligible for recall in the same field, preference shall be given to the employee with the longest service at Carleton University at the time of lay-off, provided that their academic qualifications for the position are substantially equal.

(g) Recalled employees shall be given three (3) months to decide whether they wish to accept recall and shall be entitled to a reasonable period of time to fulfil other employment commitments before resuming their duties.

(h) A laid-off employee shall forfeit all rights to automatic consideration under (c) above if he/she refuses an offer of recall pursuant to Article 17.8.

17.9 Hiring Freeze

The employer shall impose a hiring freeze from the date of any declaration of financial stringency until the identification of individual employees to be laid-off has been completed and the employees notified by the President.

17.10 Alternate Procedures in Connection with Financial Stringency

The parties agree, pursuant to Article 17.3 of the Collective Agreement, that should Senate fail or decline to determine the number and distribution of faculty appointments to be discontinued within two (2) months following a declaration of financial stringency, the following procedures shall be substituted for those outlined in Part V (Senate Role) **of Appendix D** ~~the *Document on the Release of Teaching Staff in Times of Financial Stringency* approved by Senate, December 11th, 1974 of~~ **(**the *Document on the Release of Teaching Staff in Times of Financial Stringency* approved by Senate, 11th December, 1974**)**:

(a) an academic commission shall be chosen consisting of three (3) members, one (1) of whom shall be chosen by the President, one (1) of whom shall be chosen by the Association and the third to be mutually agreeable to the first two (2). In the event of disagreement, the Dismissal Review Chairperson appointed under the *Tenure and Dismissal Document* shall appoint the third member;

(b) the Academic Commission shall be named within one (1) week of a decision of Senate to decline jurisdiction or after the time period stated in Article 17.3 of the Collective Agreement has expired;

(c) the Academic Commission shall determine the number and distribution of faculty positions to be discontinued according to the principles and assumptions laid down in the *Financial Stringency Document*; and,

(d) the Academic Commission shall within two (2) months report to the Board of Governors through the President with copies to the Academic Deans and the Association.

(e) the parties agree, pursuant to Article 17.4 of the Collective Agreement, that should one or more of the basic academic units (departments, schools, institutes, centres and such other basic academic units as may be created) fail or decline to identify faculty appointments to be discontinued and/or to identify the individuals to be laid off, the following procedures shall be substituted for those outlined in Part VII (Department Role) **of Appendix D** ~~the *Document on the Release of Teaching Staff in Times of Financial Stringency* approved by Senate, December 11th, 1974 of~~ **(**the *Document on the Release of Teaching Staff in Times of Financial Stringency* approved by Senate, 11th December, 1974**)**:

(i) within one (1) week of a departmental (or equivalent) decision to decline to perform the role assigned to departments in the *Financial Stringency Document* or within one (1) week of the decision of the appropriate dean following consultation with the departmental chairperson that the department has failed to perform its role, a committee shall be appointed;

(ii) the committee shall be composed of the Dean of Arts and Social Sciences, the Dean of Engineering, the Dean of Graduate Studies and Research, the Dean of Science and the Dean of Public Affairs and the Dean of the Sprott School of Business, and shall be chaired by the dean of the faculty of which the department, school or institute is a sub-unit;

(iii) the committee shall select those individuals who shall be laid off according to the principles and assumptions laid down in the *Financial Stringency Document, Part VII*;

(iv) the committee shall report its findings within six (6) weeks to the appropriate dean with a copy to the chairperson of the affected department. The committee shall in its report give a reasoned assessment in which it reviews the evidence in relation to Section 5, Items (a) through (e) of Part VII of the *Financial Stringency Document*; and,

(v) each individual designated for lay-off shall receive a copy of the committee's report pursuant to Article 17.7(a).

17.11 Any instructional program which is self-funding (i.e. exclusively funded from student fees, or which is funded to the extent of 50% from sources outside the University's normal operating funds), shall be exempt from the provisions of Article 17, with the exception of Article 17.8(c), (d), (e) and (f); and such programs may be terminated in whole or in part at the discretion of the employer. In place of the provisions of Article 17 (excepting Article 17.8(c), (d), (e) and (f)), the following provisions shall apply:

(a) Any employee holding a preliminary, tenured or confirmed appointment who:

(i) has accepted transfer or secondment to any instructional program which is self-funding (i.e. exclusively funded from student fees, or which is funded to the extent of 50% from sources outside the University's normal operating funds); or

(ii) who is in a program which over time becomes self funding (i.e. exclusively from student fees, or which is funded to the extent of 50% from sources outside the University's normal operating funds), shall be reassigned to regular duties within the University or to another program without loss of rights, privileges and benefits.

(b) Where such a program is to be partially discontinued, subject to Article 17.11(a) above, an *ad hoc* committee shall be struck to advise the appropriate dean as to the members of the bargaining unit to be released.

(c) The *ad hoc* committee shall consist of the director of the program involved (as chairperson), one (1) member to be chosen by the employer, one (1) member to be chosen by the relevant faculty board, and one (1) member to be chosen by the director. Considerations of this committee shall be subject to Article 17.11(a) above.

(d) In identifying members of the bargaining unit whose employment is to be terminated for financial reasons, the committee shall apply criteria consistent with Article 17.6 (Procedures Related to Identification of Individual Instructor employees). The Committee should be guided by criteria set out in Article 12.2 (Criteria for the Evaluation of Instructor employees; Principles).

(e) Any member of the bargaining unit whose employment is terminated under the provisions of Article 17.11 shall have full recourse to the provisions of Article 30 (Complaints, Grievances and Arbitration).

~~17.12 The parties recognize the authority of Senate to declare programs redundant. The parties agree to implement any resolution(s) of Senate on redundancy matters by memorandum of agreement to be negotiated and approved by JCAA within one month of Senate's resolution(s), for ratification by the parties and incorporation into the collective agreement. If the parties fail to agree within one month of Senate's resolution(s), then the following provisions shall apply, *mutatis mutandis,* to any lay-offs for reasons of program redundancy: Part VI through IX of the *Financial Stringency Document*, and Article 17.6, Article 17.7, Article 17.8 of the Collective Agreement. In the event that the procedures referenced in Part VI through IX of the *Financial Stringency Document* are not completed after two months, then Article 17.10(e) shall apply *mutatis mutandis*.~~

17.12 The parties recognize the authority of Senate to declare programs redundant. The parties agree to implement any resolution(s) of Senate on redundancy matters by memorandum of agreement to be negotiated and approved by JCAA within one month of Senate's resolution(s), for ratification by the parties and incorporation into the collective agreement. If the parties fail to agree within one month of Senate's resolution(s), then the following provisions shall apply, *mutatis mutandis,* to any lay-offs for reasons of program redundancy: Part VI through IX of the *Financial Stringency Document*, and Article 17.6, Article 17.7, Article 17.8 of the Collective Agreement. In the event that the procedures referenced in Part VI through IX of the *Financial Stringency Document* are not completed after two months, then Article 17.10(e) shall apply *mutatis mutandis*.